

# EXHIBIT 1

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1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF DELAWARE

3 -----x  
4 CRYSTALLEX INTERNATIONAL CORP.,

5 Plaintiff,

Case No.

1:17-mc-00151-LPS

6 vs.

Vol. 2

7 BOLIVARIAN REPUBLIC OF VENEZUELA,

8 Defendant.

9 -----x

10  
11 VIDEOTAPED DEPOSITION OF WILLIAM O. HILTZ  
12 New York, New York  
13 Thursday, September 4, 2025  
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24 Reported by:

Frank J. Bas, RPR, CRR

25 Job No. MW 7572378

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September 4, 2025

9:13 a.m. EST

Continued Videotaped Deposition of WILLIAM O. HILTZ, held at the offices of Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York, before Frank J. Bas, a Registered Professional Reporter, Certified Realtime Reporter, and Notary Public of the State of New York.

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PETE COOPER, Videographer

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1           A.       No. But I certainly can't accept  
2       that it's -- that it's going to happen either.

3           Q.       Would you agree with me, sir, that  
4       given that we've identified this risk to the  
5       Amber Energy bid, meaning if the 2020s lose in  
6       New York, that does present a risk to the Amber  
7       Energy bid, that then the Amber Energy bid does  
8       not neutralize the 2020 bondholders risk?

9                   MR. FRIEDMANN: Object to form.

10          A.       Well, can you rephrase the question,  
11       please?

12          Q.       If the 2020s lose -- let's take a  
13       step back.

14                   The entire premise of the Amber  
15       Energy bid is that it settles this contingent  
16       litigation risk from the 2020 bondholders,  
17       right? That's the rationale of the Special  
18       Master?

19          A.       That's one element. Yes.

20          Q.       Yeah. That's the primary element?  
21       It has a settlement with the 2020s?

22                   MR. FRIEDMANN: Object to form.

23          Q.       Right?

24          A.       That's one element, yes.

25          Q.       But if the 2020s lose in New York



1 and the bonds and the pledge is invalid and  
2 unlawful, then this rationale goes away; there  
3 would be no reason -- let me put it this way.

4 If the 2020s lose in New York and  
5 the 2020 bondholder risk then goes away with the  
6 pledge, there would be no reason the Special  
7 Master would give really any weight to a  
8 settlement with the 2020s, right?

9 MR. FRIEDMANN: Object to form.

10 A. That's actually correct. In which  
11 case he would have the ability to terminate the  
12 Amber bid and we would be in a situation where  
13 we can re-bid without the weight of the 2020  
14 settlement. Our judgment is that in that  
15 rebidding, we would have interested parties who  
16 would be prepared to pay more with that 2020s  
17 risk being eliminated by virtue of the fact that  
18 they're, in Amber's case, paying 2.25 billion to  
19 the bondholders that they would no longer have  
20 to pay. So ...

21 Q. This would require, sir, a restart  
22 of the bidding process in some way, shape or  
23 fashion, that's what you're envisioning would  
24 happen in the event the 2020s lose in New York?

25 MR. FRIEDMANN: Object to form.

1           A.       And if the Court -- as a result of  
2       that, if the Court fails to approve the Amber  
3       bid, yes.

4           Q.       So the current Amber bid in this  
5       scenario would go away, it wouldn't close, and a  
6       new bidding process would start with the Court's  
7       permission?

8           A.       Correct.

9           Q.       And so the Amber Energy bid as  
10      approved in the updated recommendation doesn't  
11      neutralize the risk of the 2020s; it simply  
12      allows if that risk materializes against the  
13      Amber Energy bid to have a restarted process?

14                   MS. MCCABE: Object to form.

15                   MR. FRIEDMANN: Object to form.

16           A.       That's correct. Which we expect  
17      would produce additional recovery to the  
18      judgment creditors.

19           Q.       Do you have any view that the  
20      additional recovery would be above the \$7.9  
21      billion price of the Dalinar approved bid?

22                   MR. FRIEDMANN: Object to form.

23           Q.       One way or another?

24           A.       I think that's difficult to say.

25           Q.       But you can't say -- you're not

1 Q. Is it your understanding this number  
2 was provided by the 2020s or Amber or did the  
3 Special Master independently verify these  
4 numbers?

5 A. I can't --

6 MR. FRIEDMANN: Object to form.

7 A. I can't recall the source of the  
8 number.

9 Q. This discount that you are referring  
10 to, wherever it comes from, to be clear is at  
11 the expense of the \$2 billion additional  
12 purchase price of the Dalinar improved bid; yes?

13 MR. FRIEDMANN: Object to form.

14 Q. That's the trade-off you're making?

15 A. Yes.

16 Q. And so I understand it, the Special  
17 Master's updated final recommendation sacrifices  
18 the \$2 billion higher purchase price of the  
19 Dalinar Energy improved bid because of the  
20 possibility that the 2020 bondholders might be  
21 able to interfere with Dalinar Energy's fully  
22 committed financing; yes?

23 MR. FRIEDMANN: Object to form.

24 A. Well, again I would state it  
25 differently. What we are doing is ensuring that

1 if the 2020s do win we have protected our  
2 downside and preserved a substantial recovery to  
3 Rusoro, Koch and other creditors who if we're  
4 forced to pay the full \$3 billion would not  
5 receive any significant proceeds.

6 On the other hand if the 2020s lose  
7 and Judge Stark elects to not approve the Amber  
8 bid, we see a rebidding process which we believe  
9 will produce additional value over and above the  
10 existing bid and potentially in excess of what  
11 Gold Reserve is currently bidding.

12 Q. Do you think, Mr. Hiltz, it's a  
13 valid exercise of the Special Master's  
14 discretion to recommend a bid with a \$2 billion  
15 lower purchase price because of this  
16 unquantified, unanalyzed possibility that the  
17 2020s may win in New York and may then get  
18 relief from the OFAC suspension and may then  
19 interfere with Dalinar's financing in a way that  
20 Dalinar then is not able to solve at the time  
21 needed? Do you think that's a valid exercise of  
22 the Special Master's discretion?

23 MR. FRIEDMANN: Object to form.

24 A. Absolutely.

25 Q. Do you have anything more to add on

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1 that than what you've already said in your prior  
2 answers?

3 MR. FRIEDMANN: Object to form.

4 A. Again, we believe that the Amber bid  
5 represents the best mix of price and certainty  
6 taken as a whole.

7 Q. Even though the way you've put it,  
8 there's an unanalyzed possibility, it's entirely  
9 arbitrary, almost 50/50 like a coin flip that  
10 they might lose in New York and the current  
11 Amber Energy bid goes away?

12 MR. FRIEDMANN: Objection; misstates  
13 prior testimony.

14 A. Again, if the 2020s lose and Judge  
15 Stark determines that the Amber bid unduly  
16 enriches the 2020 holders and rejects it on that  
17 basis, we believe that there will be a re-bid  
18 which will produce additional value to the  
19 judgment creditors such that that \$2 billion  
20 difference is no longer going to be a \$2 billion  
21 difference. And I'll repeat what I said  
22 earlier. If you make the assumption, and I'm  
23 not sure that this will happen, but if you make  
24 the assumption that Elliott is -- Amber is  
25 prepared to pay the same TEV for the company

1 MR. SOLOTOROVSKY:

2 Q. Okay. Good morning Mr. Hiltz. My  
3 name is Alec Solotorovsky and I represent Citgo  
4 and PDVH. We were talking earlier, or you were  
5 talking earlier with Mr. Kirtland about highly  
6 confident letters. Do you recall that?

7 A. Yes.

8 Q. I understand that in part Gold  
9 Reserve's bid is backed by a highly confident  
10 letter from JPMorgan for \$1.8 billion in  
11 preferred financing that if needed could be  
12 raised to satisfy part of the 2020s. Is that  
13 your understanding?

14 A. Yes.

15 Q. For those of us who are new to  
16 investment banking, what is a highly confident  
17 letter?

18 A. It's a letter that says that the  
19 issuer of the letter, in this case JPMorgan, is  
20 highly confident that it will be able to place  
21 those securities. I don't think it is specific  
22 as to the terms of those securities, and it is  
23 not in fact a binding financial commitment on  
24 the part of JPMorgan.

25 Q. So it's not a legal commitment to

1 raise the money, but there is some reputational  
2 risk for the bank if they don't perform after  
3 having issued a highly confident letter, is that  
4 right?

5 MR. FRIEDMANN: Object to form.

6 A. Yes.

7 Q. You mentioned earlier in discussing  
8 highly confident letters with Mr. Kirtland that  
9 around the time of the Lehman Brothers  
10 bankruptcy there were some situations where  
11 investment banks failed to perform under highly  
12 confident letters. Do you recall that?

13 A. I don't think I specifically said  
14 highly confident letters. I just said there  
15 were significant market disruptions. Actually,  
16 I believe there were some committed financings  
17 that the banks failed to make good on in that  
18 circumstance. But I don't have knowledge of  
19 specific instances where people did not perform  
20 on highly confident letters.

21 Q. So you couldn't identify any  
22 specific instance post the Lehman Brothers era  
23 where an investment bank failed to perform under  
24 a highly confident letter, is that right?

25 A. I'm not personally aware of any.

1 advice from Weil on that topic.

2 Q. Did you review the document as a  
3 seasoned financial advisor to determine whether  
4 it had any holes in it?

5 A. I have not reviewed the TSA, no.

6 Q. If the TSA did have holes in it you  
7 would agree that this purported certainty would  
8 substantially reduce; yes?

9 MR. FRIEDMANN: Object to form.

10 MS. MCCABE: Object to form.

11 A. Without having read the document I  
12 can't make a judgment on that. I don't know  
13 whether there are any holes in it or not.

14 Q. I'm sorry. You haven't read the  
15 TSA?

16 A. Correct.

17 MR. KIRTLAND: Thank you.

18 THE COURT REPORTER: Any further  
19 questions?

20 THE VIDEOGRAPHER: Stand by. We are  
21 off the record at 12:42 p.m. and this  
22 concludes today's testimony given by  
23 William Hiltz. The total number of media  
24 used was two and will be retained by  
25 Veritext.